

October 1, 2012 – September 30, 2013

Contract CPG 13- (0013) - 2013

CITY OF HALLANDALE BEACH, FLORIDA

**COMMUNITY PARTNERSHIP GRANT
FY 2013**

COMMUNITY PARTNERSHIP PROGRAMS AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is entered into this 31 day of October 2012, between the City of Hallandale Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY/GRANTOR") and Mt. Everett Resource and Learning Center Inc., a Florida not for profit corporation (hereinafter referred to as the "GRANTEE").

FUNDING SOURCE: CITY
FUNDING TYPE: General Account
AMOUNT: \$ 61,000.00
TERM OF THE AGREEMENT: October 1, 2012 through September 30, 2013
CONTRACT NUMBER (to be completed by the City): CPG 13- (0013)- 2013

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

WHEREAS, The City of Hallandale Beach (City/Grantor) through the 2012-2013 Fiscal Year Budget has grant funds to support Community Partnership programs and services that will benefit the residents of Hallandale Beach; and

WHEREAS, the intent of this funding is to allocate resources to qualified non-profit organizations that support meaningful community programs and service learning opportunities and political subdivisions of the State of Florida whose primary core services is education.

NOW, THEREFORE, the parties hereby agree as follows:

1. Program Description/Deliverables and Project Execution

GRANTEE shall use funding for Shaping Hallandale's All Round Environment (SHARE) to provide: Workforce Development to 20 Hallandale Beach residents as detailed in Exhibit A "Workplan", Exhibit B "Budget" and Exhibit C "Project Description." GRANTEE agrees to submit in writing, any deviation from the program as described in the exhibits attached to this Agreement for approval by the City prior to the implementation of changes.

The City of Hallandale Beach hereby grants to the GRANTEE a Community Partnership Grant in an amount not to exceed \$ 61,000.00 in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the funding request and under the terms and conditions set forth in this Agreement for Hallandale Beach residents. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project.

2. Payment Request and Reporting Schedule

GRANTEE ensures that the Agreement requirements are met through completion of a Monthly Report (Exhibit D), Payment Request (Exhibit E) and a Final Report (Exhibit F) adhering to the following schedule:

<u>Report Number</u>	<u>Month</u>	<u>Date Due to City</u>
1	October Advance Request*	October 10
2	November Advance Request*	October 10
3	October Reports	November 10
4	November Reports	December 10
5	December Reports	January 10
6	January Reports	February 10
7	February Reports	March 10
8	March Reports	April 10
9	April Reports	May 10
10	May Reports	June 10
11	June Reports	July 10
12	July Reports	August 10
13	August Reports	September 10
14	September (Final Report)	October 10

If the Grantee's project is completed prior to the full fiscal year and all grant funds have been disbursed, a Final Report is due by the 10th of the next month after completion of the project. The CITY reserves the right to require reports more frequently than stated if necessary, but no more than once a month.

Reports are due on the 10th of each month. Reports not received by the 10th of the month will be paid the next month. Failure to submit a report when due will result in nonpayment for the month in which the report was due, payment will be paid the following month.

3. Funding and Disbursement Requirements

- 3.1. The amount of compensation payable by the CITY to the GRANTEE shall be based on the Units of Services rate (if applicable), Payment Schedule and conditions hereto incorporated into the Agreement.
- 3.2. The GRANTEE will provide units of deliverables, including various client services, and in some cases may include reports, findings and drafts as specified in this Agreement, which the CITY must receive and accept in writing prior to payment.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

4. Records, Documentation and Recordkeeping

The GRANTEE shall establish and maintain sufficient records to enable the CITY to determine whether the GRANTEE has met the requirements of the Community Partnership Grant Agreement.

- 4.1. GRANTEE shall maintain all records related to performance of this Agreement and agrees to maintain satisfactory financial accounts, client demographic records, description of activities or services (including location, date and time/s), other related documents and records for the Project. Such records shall be available for a period of three years from the date of receipt of final payment under the Agreement, for inspection and audit by representatives of the CITY, at any reasonable time and place. If audit findings have not been resolved, the records must be retained beyond the three-year period as long as required for the resolution of the issue raised by the audit.

5. Financial Accountability, Consequences and Recapture of Funds

The CITY reserves the right to audit the records of the GRANTEE at any time during the performance of this Agreement and for a period of three years after its expiration/termination.

- 5.1. The CITY reserves the right to apply financial consequences or recapture funds in the event that the GRANTEE shall fail: (1) meet the minimum level of service or performance identified in the Agreement, (2) to comply with the terms of this Agreement, or (3) to accept conditions imposed by the CITY.
- 5.2. Financial consequences may include but are not limited to contract suspension, withholding payments until deficiency is cured, tendering only partial payment, refusing payment and/or cancellation of the Agreement.

6. Dispute Resolution

Any dispute concerning performance of the Agreement will be decided by the Community Partnership Grants Committee, who will reduce the decision to writing and serve a copy to the GRANTEE.

7. Project Withdrawal

If GRANTEE wishes to withdraw a Project, GRANTEE shall notify the CITY of this right pursuant to the Notices provision below.

In the event an approval project is not completed and payment have been disbursed or advance, said funds plus accrued interest must be returned/ refunded to the City.

8. Promotion of Program Services

GRANTEE agrees to promote the CITY when marketing, website, media opportunities, etc. The GRANTEE further agrees to assist the CITY in making a strong case for Community Partnerships by providing timely, accurate data and reporting as requested regarding social service needs of the CITY.

9. Termination

This Agreement shall be terminated upon the occurrence of:

- (1) Breach of his Agreement by the GRANTEE;
- (2) Written notice from the CITY to the GRANTEE to terminate the services under this Agreement, which notice may be given in the sole discretion of the CITY and without cause; or
- (3) Upon receipt by CITY of written notice from the GRANTEE of Grantee's intent to terminate this Agreement.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public, health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

10. Assignment

Neither this Agreement nor any right or obligation provided for by this Agreement shall be assigned to a Subrecipient by the GRANTEE without the consent of the CITY.

11. Charitable Purpose

Activities under this Agreement will not be used for the purpose of profit.

12. Obligations of GRANTEE

The Grantee shall carry out the services and activities described in the Work Plan, which is attached as Exhibit A. The Grant Application, Work Plan, Grant Guidelines and any subsequent change or addition approved in writing by the CITY is hereby incorporated in this Agreement as though set forth in full in this Agreement. This Agreement may only be amended upon the written agreement of both the CITY and the GRANTEE.

GRANTEE acknowledges to have read and understands the contents of the Grant Guidelines and will act in accordance with these guidelines and procedures as a condition of acceptance of the funding.

13. Governing Laws and Compliance

The GRANTEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

1. Federal Law

The GRANTEE agrees to comply with all federal laws such as the following:

- 13.2. Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in the Department of Labor regulations.
- 13.3. The GRANTEE will not employ an unauthorized Alien. Such violation will be cause for termination of the Agreement.
- 13.4. The GRANTEE is a non-profit provider and is subject to the Internal Revenue Services (IRS) tax exempt organization reporting requirements (filing of a 990 or Form 990-N).

2. State Law

This Agreement shall be governed by the laws of State of Florida and of Broward County, Florida. Any action for breach, enforcement, interpretation, or arising out this Agreement shall be brought only in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, and the parties agree to submit to the jurisdiction of that Court. The parties waive trial by jury.

If any provision of the Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

14. Insurance

At all times during the term hereof, the GRANTEE shall maintain General Liability Insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the GRANTEE shall furnish to the CITY an original Certificate of Insurance indicating that the GRANTEE is in compliance with the provisions of this Agreement.

- 14.1. The GRANTEE shall also provide Worker's Compensation Insurance as required by the laws of the State of Florida if employing an individual.

14.2 Indemnification

Each party assumes responsibility for the negligence of its own respective employees, appointees, or agents; and, in the event of any claims for damages or lawsuits for any remedy, each party will defend its own respective employees, appointees, or agents. To the fullest extent permitted by law, the GRANTEE agrees to indemnify

and hold-harmless the CITY, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, of the GRANTEE or persons employed or utilized by the GRANTEE in performance of the Agreement.

15. Notices

All notices provided for or required under this Agreement shall be made by certified mail, return receipt requested to the addresses set forth below:

City of Hallandale Beach:

City Manager
400 S. Federal Highway
Hallandale Beach, FL 33009

With Copy to:

Marian McCann-Colliee
Attn: Community Partnership Grants Program
750 NW 8th Avenue
Hallandale Beach, FL 33009

GRANTEE:

Mt. Everett Resource & Learning Center, Inc.
318 NW 9th Street
Hallandale Beach, Florida 33009

16. Contingencies

Both CITY and the GRANTEE recognize that there exists the possibility of contingent events which may adversely impact the GRANTEE'S ability to provide services as provided for under this and other agreements with other GRANTEE'S, including without limitation, the failure of contributors to remit funds pledged. In the event that any such contingencies should develop or occur, the CITY shall have the right to reduce the amount of funds, suspend the services until conditions change or terminate this agreement and be relieved of its obligation to deliver according to this agreement.

17. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

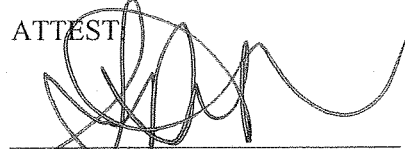
18. Multiple Originals

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[Execution on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written. CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on the 2nd, day of Nov., 2012 and Mt. Everett Resource and Learning Center Inc., signing by and through its President duly authorized to execute same.

ATTEST



Sheena James
CITY CLERK

CITY

CITY OF HALLANDALE BEACH

By 

Renee Crichton
CITY MANAGER

Date: 11/2/12

Approved as to legal sufficiency and form by
CITY ATTORNEY



V. Lynn Whitfield
CITY ATTORNEY

[EXECUTION CONTINUED ON NEXT PAGE]

GRANTEE MUST EXECUTE THIS AGREEMENT AS INDICATED BELOW. USE CORPORATION FORMAT APPLICABLE.

Witness: Jonathan Bizcaino GRANTEE:

Print Name: JONATHAN Bizcaino Mt. Everett Resource and Learning Center Inc.

By: Paul Kelley

Print Name: Paul Kelley

Witness: Nasha Pazmino Title: President

Print Name: Oaxaca Address: 318 N.W. 9th Street

Hallandale Beach, FL 33009

Date: 10/31/12

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31 day of October, by Paul Kelley, as Pastor of The Mt. Everett Resource and Learning Center Inc., on behalf of the corporation. He/she is personally known to me or produced FLORIDA DRIVERS as identification.

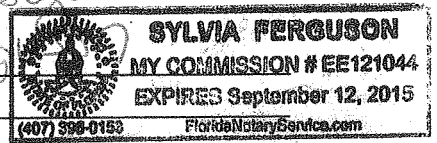
Notary: Sylvia Ferguson

Print Name: _____

Notary Public, State of _____

My commission expires: _____

[NOTARIAL SEAL]



COMMUNITY PARTNERSHIP GRANTS

Exhibit A FY 2013

Work Plan/Project Schedule

(Deliverables)

The table below lists the main work tasks and deliverables required to complete project objectives in order to meet the requirement of the agreement.

Work Task	Start-Up Date	Date of Completion	Funds Required
Marketing, Recruiting & Outreach, Coordinating	June 2012	Ongoing	\$700.00
Start-up/Set-up/Uniform ordering, deposits, etc.	June, 2012	Ongoing	\$1000.00
Mentor, Volunteer, Staff Training, Coordinating	December, 2012	January, 2013	\$125.00
Orientation, Consulting, Facilitating	December, 2012	January, 2013	\$19455.00
Educational, therapeutic, industrial, vocational classroom and field projects	December, 2012	August, 2013	\$4500.00
Facility & Equipment Set-up, Report Preparation	December, 2012	August, 2013	\$4000.00
Technical Training, Mentoring, Life Skills; Stipends	January, 2013	August, 2013	\$21,765.00
Evaluation (pre-apprenticeship), Report Preparation	March, 2013	August, 2013	\$155.00
Stage Progression Recognition, Stipends/Report preparation	May 2013	August 2013	\$2800.00
On the Job/Practical Training, Mentoring, Life Skills	June 2013	Ongoing	\$3000.00
Job Placement/Coaching, Further Training, Support	August 2013	Ongoing	\$3500.00

Services			
Report Preparation	September 1, 2013	October 31, 2013	\$ -0-

**CITY OF HALLANDALE BEACH
COMMUNITY PARTNERSHIP GRANT**

**Exhibit B
FY 2013**

BUDGET

ITEM	GRANT REQUEST	OTHER GRANT FUNDS	INKIND	JUSTIFICATION
Training	19,500		17,125	To conduct a total of 72 hours intense training under a licensed general contractor for a 12 week period. Technical/Academic/Training/Mentoring /Fees/books, OJT post 12 wk classes, etc.
Personnel	16,455		63,545	Positions to be hired for the duration of the project. Includes Project Director, Administrative Assistant, Clerical Staff and Office Aid. Tasks to be performed: coordination, job placement, job coaching, supervision, and management etc... Note: Grant Requested amount represents 9.12% of the total budget for the project.
Equipment & apparatus /Furniture	500		7,100	This is to include instruments, materials, or tools needed for specific use in relation to the classroom instructions for students. For classroom/training/OJT Educational, therapeutic, administrative, industrial project needs, materials, etc.
Travel	350		3,350	Informational/exploratory outings relative to the program.
Printing & Duplicating	400		4,100	For purposes of duplicating materials for studying and purchase necessary supplies that will be needed to successfully complete the course.
Facility Rental/Fees	4,000		18,000	Facilitate safe classroom setting conducive to learning added fees for service
Marketing/Postage /Ads	325		1,500	Advertisement and technical support for the purpose of disseminating information effectively through various media sources.
Uniform/Support Services	470			Program uniforms, etc. incidentals that may present themselves in support of the operation.
Stipends & Stage Progression Recognition	19,000		4,700	Compensation for practical experience project duration; certificates, paraphernalia
TOTALS	\$61,000.00		119,420	TOTAL BUDGET: \$180,420.00

**CITY OF HALLANDALE BEACH
COMMUNITY PARTNERSHIP GRANT**

**Exhibit C
FY 2013**

**PROGRAM DESCRIPTION
(To be provided by Grantee)**

MERLC took the initiative to address two very vital groups of our community, the youth and elderly population, as we seek to revitalize the northwest corridor. It is sometimes easy to ignore youth as a necessary component of building a strong neighborhood coalition when youth are not recognized as a legitimate constituency group or when adults lack the resources to make youth participation an important part of neighborhood improvement. Our philosophy is that youth participation in the community contributes to organizational development and creates lasting community change in which they can take pride.

Our concept is entitled Shaping Hallandale Beach's All Round Environment (SHARE) Project. This project is multi-faceted and is created to respond to our disadvantaged youth and young adults with training and educating them to transition into gainful employment, while providing the elderly and disabled homeowners with the opportunity to have essential home improvement repairs, including painting, small carpentry, minor plumbing and lawn maintenance rendered. The project will target the community's older youth and young adults, 16-29, who are at risk of committing crimes, gang affiliation, unemployed, but namely dropping out of school. MERLC believes that an intergenerational revitalization project would gain merit because it addresses the concerns of our youth and the elderly, two very vulnerable populations in Hallandale Beach. An investment in the lives of youth with barriers who are capable of being trained and empowered to value, support and respect their neighborhoods will benefit the entire City. The ultimate goal of SHARE is for these youth to become vital and productive citizens of the community in which they live.

What we know is that many of today's young people are not engaged in the process of improving the quality of life within their own communities. The cost associated with school drop-out has a serious effect on our communities. Crime, domestic violence, unemployment, homelessness, and blight along with several other negative issues are in some way connected with the outrageously unacceptable high drop-out rates. SHARE is a hands-on concept that has in a varied fashion been successful in other high-crime areas; and we subsequently believe that it will be even more accepted and successful as a means of addressing at-risk youth while simultaneously revitalizing the community.

Shaping Hallandale Beach's All Round Environment Youth Project wishes to provide part time employment for approximately twenty to thirty young people between the ages of 16-29. Many are currently not engaged in any educational programs towards a high school diploma or GED. The program participant will be required to work 30 hours per week. The pre-apprenticeship participants will be required to participate in some educational program to achieve their GED or high school diploma if they have not already obtained such. Students will be required to maintain a "C" average and be enrolled and have adequate school attendance in an educational program (adult education or GED programs are permitted). The work will be associated with an eco-friendly Paint and Beautification Program to assist

those residents who may otherwise not have the financial means of getting small jobs completed. Another component of this program will offer a mentoring side that introduces students to various building trades. A minimum of two staff members will initially be required for the pre-apprenticeship phase of the project: a part-time Project Coordinator who will coordinate and oversee the work details and a part time clerical/office aide. The summer program will require additional onsite work supervisors.

Work assignments will be pre-arranged by the Program Coordinator. Youth will be engaged in work details that include: painting, caulking, windows, doors and garages, waste clean-up and recycling, cutting grass, trimming bushes, etc. We will also assist students in learning the plumbing and electrical trades. Work crews will work on pre-scheduled work assignments for senior citizens and disabled homeowners who do not have finances or means for this type of service at no cost to the homeowner. The SHARE Project will continue to work with Associated General Contractors and look forward to collaborating with Memorial Hospital as well as seeking elderly homeowner referrals from the Senior Citizens' Program at the Austin Hepburn Center and various local churches.

Recipients of the SHARE Project must meet the criteria set forth for this particular development. Referrals for this service can be made by the Code Enforcement Staff, or the Police Department, while many referrals will come through the City's Human Services Department.

**EXHIBIT D
FY 2013**

MONTHLY PROGRESS REPORT

Reporting Month & Year: _____

Date Report Prepared: _____

A. Project Information:

Agency Name	
Person Preparing the Report	
Job Title	
Signature	
Project Name	
Project Start- Up Date	
Project Completion Date	
Amended Completion Date (if applicable)	

B1. Project Cost

		Funds Expended to Date	Percentage
Total Project	\$	\$	\$
City Funding	\$	\$	\$
Other Funding	\$	\$	\$

**EXHIBIT D
FY 2013**

**MONTHLY PROGRESS REPORT
(Continued)**

FY 2013

B2. Please list other Funding Sources and Amount.

B3. Percent of Project completed to date: _____ %

B4. Anticipated Changes in Staffing:

1. Office Hours: _____
2. Resignations: _____
3. Part-time or Full time Employee(s):

C1. Brief Project Summary (General scope of work performed during the month. Include list of participants name, sign in sheets, address, date and type of service(s) as a separate Attachment)

C2. Describe specific work tasks & status completed this month:

Work Tasks	Status (i.e. underway, completed)

C3. Describe success or problems encountered with Project:

C4. Identify technical assistance needed.

**CITY OF HALLANDALE BEACH
COMMUNITY PARTNERSHIP GRANT**

**EXHIBIT E
FY 2013**

REQUEST FOR PAYMENT

Contract Period October 1, 2012 to September 30, 2013

1. Project Name: Shaping Hallandale's All Round Environment (SHARE)					
2. Organization : Mt. Everett Resource and Learning Center					
3. Contract Number: CPG 13- (0013) - 2013					
4. Billing Month/s Covered:					
5. % of Total Grant, Expended thru this Billing:					
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date		
A. Project Costs					
Salary & Fringes					
Consultants					
Supplies					
Other					
Other Project Costs					
B. Grant Amount:					
Funds Received to Date					
Available Grant Amount					
Remaining Balance					
7. Units of Services Unit Cost	Activity	Quantity (unit)	Measurement	# Served	Dollar Value (UC x # Served x M =)
\$ 162.50	Training & OJT	Participants	1 month (Max 6 months)	20	
\$ 82.26	Intake/Case Mgmt.	Participants	1 month (Max 10 months)	20	
\$ 99.10	Community Service/Stipends	Participants	1 month (Max 10 months)	20	
\$ 522.65	Admin Cost	Agency	1 month (Max 10 months)		
				Total request	= \$

**CITY OF HALLANDALE BEACH
COMMUNITY PARTNERSHIP GRANT**

**EXHIBIT E
FY 2013**

**REQUEST FOR PAYMENT
(Continued)**

8. Detail of Request for Payment(Attached copies of Invoices, Other Applicable Documentation, i.e. Sign in Sheet)			
Vendor Name	Invoice # (If Applicable)	Description of Service	Amount

**CITY OF HALLANDALE BEACH
COMMUNITY PARTNERSHIP GRANT**

**EXHIBIT E
FY 2013**

**REQUEST FOR PAYMENT
(Continued)**

Total Request for Reimbursement \$ _____

9. Certification:

I certify that items 1-6 of this billing are correct and just and are based upon obligation(s) of records for the Project; that the work and services are in accordance with the City's approved Agreement including any amendments thereto; and that the progress of the work and services under the Agreement are satisfactory and are consistent with the amount billed.

Signature and Title of Authorized Official

Date

**CITY OF HALLANDALE BEACH
COMMUNITY PARTNERSHIP GRANT**

**EXHIBIT F
FY 2013**

FINAL REPORT GUIDELINES

The Final Report is an opportunity for you to inform the City about the important work you do, and it is a valuable tool for the City to use in assessing the success of the project and future funding considerations for your organization. Please complete the report and submit to the City within thirty days of completion of your project.

Agency Name: _____

Date Final Report Submitted: _____

1. Complete the chart below:

A. Project Information:

Project Name		
Person Preparing the Report/ Job Title		Phone #
Project Start-Up Date		
Number of participants served during this period	Hallandale Beach Residents _____	Non- Hallandale Beach Residents _____
Participant Status to Date	Active: _____	Terminations: _____ Successful: _____
Completion Date:		Total Number Served
Amended Completion Date (if applicable)		

[Continue to Next Page]

**CITY OF HALLANDALE BEACH
COMMUNITY PARTNERSHIP GRANT**

**EXHIBIT F
FY 2013**

**FINAL REPORT
(Continued)**

B. Project Cost

Total Project Cost		Funds Expended to Date	Percentage
City Funding	\$	\$	%
Other Funding	\$	\$	%
(specify source)			

Please provide the information requested below on Agency letterhead. All information must be submitted typed using an 11pt font.

2. The actual number of individuals served by the City grant award (Provide back-up to support number of individuals served; i.e. copies of sign-in sheets, call logs, etc.)
3. List the specific activities used to accomplish the project goals and objectives. In the case of classes, workshops, performances, and the like, indicate the number, frequency, duration, and number of participants. Example: A total of six workshops took place on a monthly basis with each workshop lasting two hours. Ten individuals attended each workshop. (Provide copies of participant attendance logs)
4. List the evaluation methods used to determine the extent to which objectives and goals were met. Provide copies of evaluation tools, such as surveys or tests, when possible. If no evaluation tool is used, please indicate such.
5. Indicate how you publicly recognized The City of Hallandale Beach. For example, brochures, program booklet, in annual report, press release, web site. Provide copies of all collateral materials and copies of any media coverage the project has received.

**CITY OF HALLANDALE BEACH
COMMUNITY PARTNERSHIP GRANT**

**EXHIBIT F
FY 2013**

**FINAL REPORT
(Continued)**

6. Describe unexpected challenges or opportunities you encountered, if any. You may want to explain why you were unsuccessful at some levels of services. You are also encouraged to share your success stories.
7. Please also submit the following financial information:
 - a) Accounting of actual expenses using the Final Expenditure Report Form provided.
 - b) Copies of all expenditure to include receipts, payroll, etc.
8. Submit an overall Project Summary (page 3).
9. The Final Report must be signed by the Authorized Representative.

**CITY OF HALLANDALE BEACH
COMMUNITY PARTNERSHIP GRANT**

**EXHIBIT F
FY 2013**

**FINAL REPORT
(Continued)**

PROGRAM SUMMARY

PLEASE PROVIDE AN OVERALL SUMMARY OF THE PROJECT RESULTS/OUTCOMES:

FINAL EXPENDITURE REPORT

ITEM	Amount	Other funding	In-kind contribution	Justification
TOTALS				TOTAL AMOUNT

REMEMBER TO ATTACH ALL EXPENDITURE RECEIPTS RELATED TO GRANT FUNDS PROVIDED BY THE CITY OF HALLANDALE BEACH.

I certify that the information contained in this Final Report, including Budget and Attachments are true and correct to the best of my knowledge.

Signature of Authorized Representative

Date

Thank you in advance for your Final Report. Submit the Final Report to:

**Community Partnership Grants
750 NW 8th Avenue
Hallandale Beach, FL 33009**

CITY OF HALLANDALE BEACH
COMMUNITY PARTNERSHIP GRANT

EXHIBIT G
FY 2013

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Hallandale Beach Florida
By Paul Kelley, Founder/CEO
(print this individual's name and title)
for Mt. Everett Resource and Learning Center, Inc.
(print name of entity submitting statements)
whose business address is 318 N.W. 94th Street

Hallandale, Florida

and if applicable whose Federal Employer Identification Number (FEIN) is 30-0696040

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

n/a

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let

by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

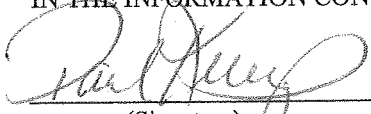
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.
AND (Please indicate which additional statement applies).

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

City of _____

STATE OF FLORIDA

Sworn and subscribed before me this 31st day of October, 2012 by
Paul Kelley who is Personally know to me _____

Or who produced identification - Florida Drivers License
(Type of Identification)

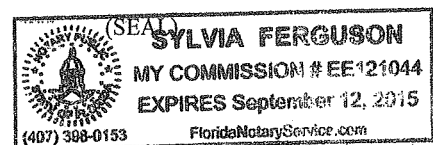

(Signature) Notary Public - State of Florida

Sylvia Ferguson
(Printed, typed or stamped commissioned name of notary public)

My commission expires Sept 12, 2015

CITY OF HALLANDALE BEACH

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COMMUNITY PARTNERSHIP GRANT

**EXHIBIT H
FY 2013**

DRUG-FREE WORKPLACE FORM

The undersigned GRANTEE in accordance with Florida Statute 287.087

Hereby certifies that Mt. Everett Resource Learning Ctr. shall:
(Name of Organization)

1. Publish a statement notifying employees and consultants that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees/consultants for violations of such prohibition.
2. Inform employees and consultants about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Notify the employees or consultants that, as a condition of working on the project or contractual services that are under this Agreement, the employee or consultant will abide by the terms of a Drug Free Work Place and will notify the GRANTEE of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or a plea.
4. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted or has entered into a plea.
5. Make a good faith effort to continue to maintain a Drug-Free Workplace.

As a person authorized to sign the statement, I certify that this organization complies fully with the above requirements.

DATE:

10/31/12

Paul Keary

AGENCY REPRESENTATIVE SIGNATURE

CITY OF HALLANDALE BEACH

COMMUNITY PARTNERSHIP GRANT

**EXHIBIT I
FY 2013**

**NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH
DISABILITIES ACT FORM**

GRANTEE shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.


GRANTEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

GRANTEE shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, GRANTEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

GRANTEE shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

GRANTEE shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

By signing below; the Grantee agrees to all of the above:

DATE: <u>10/31/13</u>	 _____ AGENCY REPRESENTATIVE SIGNATURE
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CITY OF HALLANDALE BEACH

COMMUNITY PARTNERSHIP GRANT

Exhibit J

FY 2013

ADVANCE PAYMENT REQUEST

Organization :
Project Name:
Person Preparing the Report:

a. Grant Amount	\$	
b. Amount Requested	\$	
c. Balance of funds after available Agreement Amount requested (a minus b)	\$	
Justification for Requested Amount: *(Must be detailed & aligned with your Work Plan)		
Authorized person signature:		
Print Name:	Date:	